

**UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND**

**TEAMSTERS LOCAL 251 HEALTH SERVICES
and INSURANCE PLAN, by and through its TRUSTEES
and TAMMY BEAUDREAULT, in her capacity as
ADMINISTRATOR OF LOCAL 251 HSIP,
PLAINTIFFS**

v.

C.A. No. 1:20-CV-00298

**R.P. IANNUCCILLO & SONS CONSTRUCTION COMPANY,
DEFENDANT**

ANSWER

The opening paragraph is an assertion of the alleged substance of the Complaint by Plaintiffs and the jurisdiction basis thereof.

1. Neither admit nor deny but leave the Plaintiffs to their proof thereof. In addition, Paragraph 1 calls for a finding of a question of legal status which is within the purvey of this Honorable Court.

2. Neither admit nor deny, as Defendant lacks knowledge of the allegation of the facts set forth in this paragraph.

3. Neither admit nor deny, as Defendant lacks knowledge of the facts alleged therein.

4. Admit.

5. Admit.

6. Neither admit nor deny, as Defendant lacks (i) the documents obligating Plaintiff to take such actions; and (ii) lacks knowledge as to whether Plaintiff has actually provided medical, prescription drug, dental and other benefits to the Union members and dependents.

7. Admit.
8. Admit.
9. Deny, as Plaintiffs have failed to identify the time periods to which Plaintiffs refer.
10. Neither admit nor deny, as the document speaks for itself when introduced as evidence.
11. Denied.
12. Neither admit nor deny, as Defendant lacks a copy of the of the Restated Agreement and Declaration of Trust for Teamsters Local 251 Health Services and Insurance Plan.
13. Denied.
14. Neither admit nor deny, as the document speaks for itself when introduced as evidence.
15. Denied. The Summary Plan Description is at most simply a summary of a larger document which may or may not be accurate or complete and certainly cannot have the specifics in the original document.
16. Denied. The Summary cannot supercede the original document which controls all such situations and others within the scope of the document. Further, what is quoted is from a document which speaks for itself when accepted as evidence.
17. Neither admit nor deny, but leave the Plaintiffs to their proof thereof. Plus, the documents will speak for themselves when accepted as evidence.
18. Admit.

19. Admit.
20. Admit.
21. Admit.
22. Admit.
23. Admit.
24. Neither admit nor deny, but leaves the Plaintiff to its proof thereof.
25. Admit, however Defendant does not control "Beacon."
26. Admit. Defendant has received no information to verify that the injury was a recurrence of the original injury.
27. Defendant is without knowledge of the date referred to or the proceedings of the Plaintiff, so leaves Plaintiff to its proof thereof.
28. Admit that a letter dated April 29, 2020 was received by Defendant but Defendant denies the liability asserted by Plaintiff.
29. Admit.
30. Neither admit nor deny but leaves Plaintiffs to their proof thereof.
31. Admit.

COUNT I

UNPAID CONTRIBUTIONS

29 USC § 1132 (a) (3)

32. Defendant repeats and incorporates each and every allegation in the preceding paragraphs of this Answer as though fully set forth herein.
33. Admit to not making contributions; neither admit nor deny whether the knee

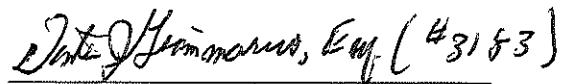
injury of Mr. Medeiros was a recurrence of the prior injury.

34. Denied.

35. Denied.

WHEREOF, Defendant respectfully requests that this Honorable Court dismiss Plaintiff's Complaint with prejudice with no costs, interest or other awards itemized in the so-called "Pray for Relief" in the Complaint.

Respectfully submitted,
R.P. IANNUCCILLO & SONS CONSTRUCTION
COMPANY, Defendant
By Its Attorneys:



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AFFIRMATIVE DEFENSES

1. Plaintiffs have not acted in good faith.
2. Plaintiffs have been arbitrary and capricious in their decision and actions.
3. Plaintiffs are acting in a malicious and vindictive manner.
4. Plaintiffs have failed to provide Defendant with any information to support Plaintiffs' demands.
5. Plaintiffs have breached the terms of the Collective Bargaining Agreement.

6. Plaintiffs have refused to provide Defendant with a copy of the documents to which Defendant is supposedly subject to.

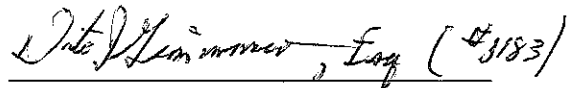
7. Satisfaction of obligations.

8. Waiver of claim.

9. Expiration of rights of claims.

10. Estoppel.

Respectfully submitted,
R.P. IANNUCCILLO & SONS CONSTRUCTION
COMPANY, Defendant
By Its Attorneys:



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CERTIFICATION

The undersigned hereby certifies that a copy of the within Answer was filed electronically with the clerk of the United States District Court for the District of Rhode Island on this 18th day of August 2020, with a copy sent via first class mail and via email to:

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/s/Dante J. Giammarco, Esquire
Dante J. Giammarco, Esquire (#3183)